

Item # \_\_\_\_\_

Prepared by: Gloria Kelly  
Real Estate Services

Approved by: Lisa Kelly  
County Attorney

RESOLUTION APPROVING THE GRANT OF A 15 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT, TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT ALONG EACH SIDE THEREOF, ACROSS A PORTION OF COUNTY OWNED REAL PROPERTY, KNOWN AS THE EAST SHELBY BRANCH LIBRARY, LOCATED AT 7200 E. SHELBY DRIVE, TO THE CITY OF MEMPHIS, FOR NOMINAL CONSIDERATION, FOR ITS INSTALLATION OF PERMANENT SANITARY SEWER IMPROVEMENTS. SPONSORED BY COMMISSIONER DEIDRE MALONE.

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**WHEREAS,** The City of Memphis is proposing to install permanent sanitary sewer improvements to serve the development immediately west of the East Shelby Branch Library; and

**WHEREAS,** Shelby County own certain real property, known as the East Shelby Branch Library, located at 7200 E. Shelby Drive, and further identified as Tax Parcel No. D0255 00559; and

**WHEREAS,** It is necessary in conjunction with the installation of said permanent sanitary sewer improvements to grant the City of Memphis a 15 foot wide Permanent Sanitary Sewer Easement, containing 1,962.33 square feet (0.05 acres), together with a 20 foot wide Temporary Construction Easement along the north side thereof and a 15 foot wide Temporary Construction Easement along the south side thereof containing a total of 4161.81 square feet (0.10 acres), across a portion of County owned real property known as the East Shelby Branch Library, located at 7200 E. Shelby Drive, which easements being more particularly described in the attached Permanent Sanitary Sewer Easement Document, which is hereby incorporated by reference.

**WHEREAS,** The City of Memphis has requested Shelby County to grant it said 15 foot wide Permanent Sanitary Sewer Easement together with said 20 foot wide Temporary Construction Easement along the north side thereof and a 15 foot wide Temporary Construction Easement along the south side thereof, for nominal consideration; and

**WHEREAS,** T.C.A. § 5-7-101 allows the County to make any order for the disposition of its real property, including but not limited to the granting of easements across the same; and

**WHEREAS,** It is deemed to be in the best interest of Shelby County to grant the City of Memphis said 15 foot wide Permanent Sanitary Sewer Easement, containing 1,962.33 square feet

(0.05 acres), together with a 20 foot wide Temporary Construction Easement along the north side thereof and a 15 foot wide Temporary Construction Easement along the south side thereof containing a total of 4161.81 square feet (0.10 acres), across a portion of County owned real property known as the East Shelby Branch Library, located at 7200 E. Shelby Drive, for the installation of permanent sanitary sewer improvements to serve the development immediately west of said property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE,** That the aforementioned Permanent Sanitary Sewer Easement together with the said Temporary Construction Easement along each side thereof be and the same are hereby granted to the City of Memphis, for nominal consideration, for its installation of permanent sanitary sewer improvements; and that the Mayor be and he is authorized to execute the attached Permanent Sanitary Sewer Easement Document granting the same.

**BE IT FURTHER RESOLVED,** That should the installation of said permanent sanitary sewer improvements not begin within three (3) years, or should said Permanent Sanitary Sewer Easement be subsequently abandoned by the City of Memphis for the use permitted, then and in either of these events, said Easements shall automatically become void and the rights granted revert back to Shelby County or its lawful successor.

**BE IT FURTHER RESOLVED,** That the granting of said Easements do not permit removal or filling within the said Easements area without prior approval of the County Engineer

**BE IT FURTHER RESOLVED,** That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

\_\_\_\_\_  
Joe Ford, Interim County Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of County Commission

ADOPTED \_\_\_\_\_

## **SUMMARY SHEET**

### **I. Description of Item**

Shelby County owns Real Property, known as the East Shelby Branch Library, is located at 7200 East Shelby Drive and further identified as Tax Parcel Number D0255 00559. The City of Memphis has requested Shelby County to grant it this 15 foot wide Permanent Sanitary Sewer Easement together with a Temporary Construction Easement along each side thereof, for nominal consideration, for its installation of permanent sanitary sewer improvements to serve the development immediately west of the East Shelby Branch Library. This proposed sewer extension will run westwardly from an existing sewer line that crosses said County owned property. The County Engineer's Office has reviewed this proposed sewer extension plan and has no objections. Based upon the above, the Administration recommends that the grant of said easements be approved.

### **II. Source and Amount of Funding**

No county funds required

### **III. Contract Items**

Permanent Sanitary Sewer Easement Document

### **IV. Additional Information Relevant to Approval of this Item**

## **PERMANENT SANITARY SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, That on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, by **City of Memphis, a Municipal Corporation of the State of Tennessee**, (hereinafter termed "Grantee"), to **Shelby County, a Political Subdivision of the State of Tennessee**, (hereinafter termed "Grantor"), the receipt and sufficiency of which is hereby acknowledged; the said Grantor has this day bargained and sold, and does hereby grant and convey unto **City of Memphis, a Municipal Corporation of the State of Tennessee**, and unto its successors, a perpetual easement or right-of-way to construct, operate, maintain, replace and/or remove a permanent sanitary sewer improvement and all necessary or desirable appurtenances over, under, across and upon the following described lands belonging to said Grantor and situated in Shelby County, Tennessee, to-wit:

### **PERMANENT SANITARY SEWER EASEMENT AREA**

A 15 foot wide permanent easement for sanitary sewer purposes located on, under, across and upon a tract of land conveyed to Shelby County by Warranty Deed of Record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number GU 8967, said 15 foot wide permanent sanitary sewer being more particularly described by metes and bounds as follows: COMMENCING at a point at the intersection of the west R.O.W. line of Old Germantown Road (66' R.O.W.) and the north R.O.W. line of Shelby Drive (114' R.O.W.); thence in a westward direction along the north R.O.W. line of Shelby Drive a distance of 388.46 feet to the POINT OF BEGINNING, said point also being on the west line of the existing Holly Knoll 20' wide Sanitary Sewer Easement; thence continuing along the north R.O.W. line of Shelby Drive, S87°49'22"W, a distance of 7.66 feet to a point; thence leaving the north R.O.W. line, N72°09'16"W, a distance of 43.81 feet to a point; thence, S87°49'22"W and parallel to the north R.O.W. of Shelby Drive a distance of 79.03 feet to a point on the east line of a tract of land conveyed to Thomas Wade Smith, et al, as described and designated Tract I in Quit Claim Deed of Record in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number 04048252; thence along said east property line in a northwardly direction, N02°33'10"W, a distance of 15 feet to a point; thence leaving said east line, N87°49'22"E, a distance of 81.77 feet to a point; thence S72°09'16"E, a distance of 50.56 feet to a point on the west line of the existing Holly Knoll 20 feet wide Sanitary Sewer Easement; thence southwardly along said easement west line, S03°47'41"W, a distance of 12.76 feet to the POINT OF BEGINNING and containing 1,962.33 square feet or 0.05 acres, more or less.

**ALL BEARINGS ARE RELATIVE.**

This Permanent Sanitary Sewer Easement is granted to enable said Grantee, its contractors, employees, and agents ingress/egress and occupancy over, across and upon the above described Permanent Easement area, together with the reasonable right of ingress/egress over any adjacent lands of the undersigned to or from said easement or right-of-way, for the purpose of constructing, operating, inspecting, repairing, stabilizing, replacing or removing said permanent sanitary sewer improvements, and for the purpose of doing any other work necessary for the proper maintenance of said improvements.

Along with the hereinabove described easement conveyance, the said Grantor has this day bargained and sold, and does hereby grant and convey unto said Grantee a Temporary Construction

Easements over, under, across and upon the hereinafter described property belonging to said Grantor, which easement being more particularly described as follows:

**A Temporary Construction Easement over, under, across and upon a tract of land conveyed to Shelby County by Warranty Deed of Record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number GU 8967, which easement being more particularly described as follows:**

**TEMPORARY CONSTRUCTION EASEMENT**

**Parallel and adjacent to the above described easement (20' on the north side and a 15' wide on the south side of the above described sanitary sewer easement and containing 4,161.81 square feet or 0.10 acres, more or less.**

**ALL BEARINGS ARE RELATIVE.**

The hereinabove described Temporary Construction Easement is hereby granted unto the said Grantee, for the purpose of permitting said City of Memphis, its contractors, employees and agents entry upon and use of during the initial construction of said permanent sanitary sewer improvement, over, under, across and upon the above described easement areas. Said Temporary Construction Easement shall exist only for a period of three (3) years from the date the contractor receives legal notice to proceed with construction for use during the initial construction of said sanitary sewer improvement.

This conveyance is subject to acceptance by said Grantee, which acceptance being expressly acknowledged herein by the approval of the proper City Officials as evidenced by their signature herein below.

**TO HAVE AND TO HOLD** the above described easements and right unto **City of Memphis, a Municipal Corporation of the State of Tennessee**, and unto its successors, together with the right of exercising all rights reasonably and properly incident to the rights expressly granted.

And the undersigned does hereby warrant the above described easements and right unto the said Grantee and unto its successors, against the lawful claims or demands of any or all persons claiming by, through or under the undersigned.

The said Grantee agrees to repair or cause to be repaired, at said Grantee's own expense, all damages to said Grantor's property outside the above described Permanent Sanitary Sewer Easement and Temporary Construction Easement caused by the construction of said sanitary sewer improvement and thereafter, to repair all actual damages to which existed at the time of the original granting of this easement, as may be caused by the construction activity. The said Grantee further agrees to indemnify and hold harmless the said Grantor against any and all damages and costs, including legal fees to persons or property, or claims for damages that arise due to said construction activity, but only to the limits of the Tennessee Governmental Tort Liability Act (Sec. 29-20-101 et.seq. T.C.A.).

Also, it is hereby expressly understood that should the construction of this sanitary sewer improvement not begin within three (3) years, or should the Permanent Sanitary Sewer Easement herein granted be subsequently abandoned by said Grantee for the use permitted, then and in either of these events, said Easement shall automatically become void and the rights granted revert back to Shelby County or its lawful successor.

Furthermore, it is hereby expressly understood that the granting of the above described easements does not permit removal or filling within the said easement areas without prior approval of the County Engineer.

**IN WITNESS WHEREOF**, the undersigned has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of the County of Shelby, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the \_\_\_\_ day of \_\_\_\_\_, 2010, in Resolution # \_\_\_\_\_.

**APPROVED FOR CITY OF MEMPHIS:**

**GRANTOR: SHELBY COUNTY**

By: \_\_\_\_\_  
A C Wharton, Jr., City Mayor

By: \_\_\_\_\_  
Joe Ford, Interim County Mayor

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Contract Administrator/  
Assistant County Attorney

**Other City Approvals:**

**Other County Approvals:**

By: \_\_\_\_\_  
City Engineer

By: \_\_\_\_\_  
County Engineer

By: \_\_\_\_\_  
Land Bank Administrator

By: \_\_\_\_\_  
County Real Estate Manager

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JOE FORD, Interim Mayor of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Interim Mayor of the County of Shelby**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Interim Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as such **Interim Mayor** of said County of Shelby.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
**Notary Public**

**MY COMMISSION EXPIRES:**

\_\_\_\_\_

**STATE OF TENNESSEE  
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of the City of Memphis**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that she as such **Mayor** of said City, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
**Notary Public**

**MY COMMISSION EXPIRES:**

\_\_\_\_\_

**(FOR RECORDING DATA ONLY)**

Property Address:  
**7200 E. Shelby Drive**

Tax Parcel No:  
**D0255 00559**

Mail Tax Bills to: (Person or Agency  
responsible for payment of taxes)  
**Exempt - Government**

Owners Name and Address:  
**Shelby County Government**  
**160 N. Main Street**  
**Memphis, TN 38103**

This instrument prepared by:  
**Shelby County Land Bank**  
**584 Adams Avenue**  
**Memphis, TN 38103**  
**Phone No. (901) 545-4323**





